BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

(Wholly owned by the Government of Karnataka)

Office of the

General Manager (Civil)

Corporate office, BESCOM,

Ground floor, Belaku Bhavan, K R Circle,

Bengaluru-560 001.

(As per KW-4 Tender Bid Document)

TENDER FOR THE WORK OF

Construction of new sub-division & Section office building by dismantling 1Block of 2LM quarters at BESCOM premises, Nittur.(2nd Call).

WORK Enquiry No	**:**	**BESCOM/GM/CIVIL/ 2023-24/38 dated 29.01.2024 (2nd Call)**
Date of Pre Bid meeting		**22.02.2024 at15.00 Hrs**
LAST DATE AND TIME FOR TENDER QUIRIES /CLARIFICATIONS	**:**	**29.02.2024 upto16.00 Hrs.**
LAST DATE AND TIME FOR RECEIPT OF TENDERS	**:**	**11.03.2024 upto16.00 Hrs.**
TIME AND DATE OF OPENING OF TECHNICAL BID	**:**	**12.03.2024 at16.05 Hrs**
TIME AND DATE OF OPENING OF FINANCIAL BID	**:**	**On or after 25.03.2024**
PLACE OF OPENING OF TENDERS	**:**	**Corporate office, BESCOM, First floor, Belaku Bhavan, K R Circle, Bengaluru-560 001**
ADDRESS FOR COMMUNICATION	**:**	**General Manager (Civil), Corporate office, BESCOM, First floor, Belaku Bhavan, K R Circle, Bengaluru-560 001**

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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED
(Wholly owned by the Government of Karnataka)

INVITATION FOR TENDERS (IFT)

Tender Notification No: BESCOM/GM(C)/DGM(C)/BC-38/2023-24/1295 Dated 07.02.2024

1. **The Bangalore Electricity Company Limited** invites tenders from eligible tenderers of Class-II KPWD registered Civil Contractors for the work detailed in the table below. The tenderers may submit tenders for any or all of the works given in the table.
2. **Tender documents may be downloaded from Government of Karnataka e-procurement website** https://kppp.karnataka.gov.in **under log in for contractors. The tender can be downloaded in the portal as per the prescribed date and time published in the portal. Only interested contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee/transaction fee is non-refundable.**
3. Tenders must be **electronically submitted (online through internet) within the date and time published in e-procurement portal. Tenders will be opened after prescribed time and date in the e-procurement portal, in presence of the tenderers who wish to attend.**

Other details can be seen in the tender documents.

TABLE

Sl. No.	Name of work	Approximate value of work (Inclusive of GST) (Rs)	Earnest Money Deposit (Rs)	Period of completion
1	2	3	4	6
1.	**Construction of new sub-division & Section office building by dismantling 1Block of 2LM quarters at BESCOM premises, Nittur.(2nd Call).**	**209.76 Lakhs**	**Rs. 3,15,000.00**	**12 months (including monsoon season)**
2	Date of Pre Bid meeting	**22.02.2024 at15.00 Hrs**		
3	LAST DATE AND TIME FOR TENDER QUIRIES /CLARIFICATIONS	**29.02.2024 upto16.00 Hrs.**		
4	LAST DATE AND TIME FOR RECEIPT OF TENDERS	**11.03.2024 upto16.00 Hrs.**		
5	TIME AND DATE OF OPENING OF TECHNICAL BID	**12.03.2024 at16.05 Hrs**		
6	TIME AND DATE OF OPENING OF TENDER-FINANCIAL BID	**On or after 25.03.2024**		

Sd/-

General Manager (Civil),
Corporate office
BESCOM, Bengaluru.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. GENERAL

1. Scope of Tender :

The BESCOM (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the

Construction of new sub-division & Section office building by dismantling 1Block of 2LM quarters at BESCOM premises, Nittur.(**2nd Call**).

detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers:

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka.

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e.**2018-2019 to 2022-23.**

A. <u>Technical Criteria :</u>

All bidders shall provide the requested information accurately in detail as per Section 2 A.3 and Section 3 Qualification information of KW-4 tender document.

1. To qualify for award of this contract, each bidder in his / its name should have achieved the criteria given below in the last five years i.e. **2018-2019 to 2022-23**. Work done certificates shall be issued not below the rank of Executive Engineer or equivalent of any public sector utility of central Government /State Government. **Sub-contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except as stated in the qualifying criteria**.
2. The bidder shall fulfil the following conditions:
   a. Should have executed at least **one building work of value not less than 105.00 lakhs and completed satisfactorily as a prime contractor within**

stipulated time period in the past 5 years. (i.e., 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23).

(Note: Updated to the FY 2022-23 in which the tenders are invited. The value of the completed works will be given a weight of 10% per year to bring them to the price level of the FY 2022-23 in which the tenders are invited)

3. The bidders shall upload the work done certificate of for minimum quantities of work executed in any one year for following quantities (In a continuous period of 12 months from April to March) in the last 5 years **(i.e. F/Y 2018-19 to F/Y 2022-23)** the certificate shall be issued by the officer not below the rank of Executive Engineer or equivalent.

    a. **At least 294.00 cum of PCC and reinforced concrete work in any one year in the last 5 years.**(not less than 80% of estimated quantity)
    b. **At least 128.00 Cum / 640.00 Sqm of Burnt Brick Masonry / Solid Blocks work in any one year in the last 5 years.**(not less than 80% of estimated quantity)
    c. **At least 28.50 Tonnes of TMT steel reinforcement work in any one year in the last 5 years.** (not less than 80% of estimated quantity)
    d. **At least 550.00Sqm of Vitrified / Ceramic / Glazed / granite tile flooring works in any one year in the last 5 years.**(not less than 80% of estimated quantity)

4. The bidder/tenderer or his identified Sub contractor should produce required valid licence along with consent / undertaking letter for executing building electrification works and should have executed similar electrical works totalling for **Rs. 5.65 lakhs** signed not below the rank of Executive Engineer or equivalent for Electrical works in any one year in the last 5 years.

The valid copy of License issued by Government of Karnataka shall be scanned and uploaded.

(Capabilities of the Electrical Sub-contractor for having executed the work shall be uploaded along with the tender and shall not be less than 50% of the electrical works in the tender)

5. The bidder/tenderer or his identified Sub contractor should produce required valid licence along with consent / undertaking letter for executing Water supply / Sanitary engineering works totalling for **Rs.2.35 lakhs** signed not below the rank of Executive Engineer or equivalent and should have executed similar Water supply / sanitary engineering works /PHE works in any one year in the last 5 years.

(Capabilities of the Plumbing Sub-contractor for having executed the work shall be uploaded along with the tender)

B. Financial Criteria :

6. The bidders shall achieved turnover for an amount not less than **Rs.420.00 lakhs** achieved in any two financial years in the past 5 years **(i.e.2018-19 to 2022-23)** (in all classes of civil engineering construction works only).
   The Turnover certificate along with Balance sheet and P & L statement of past 5 years for the Civil Engineering works only (i.e.2018-19 to 2022-23) issued from a Registered Chartered Accountant (Registered Chartered Accountant PIN must be mentioned) should be uploaded.
7. Bidders who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:
   Assessed available tender capacity = (A*N*1.50 - B)
   Where, A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2023-24 price level) taking into account the completed as well as works in progress.
   N = Number of years prescribed for completion of the works for which tenders are invited.
   B= Value, at 2023-24 price level of existing commitments and on-going works to be completed during the next One years (period of completion of the works for which Tenders are invited)

   Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion of remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an

Executive Engineer or equivalent, failing which tender will be considered non responsive.

Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works :

Description of the work	Place & State	Contract No. & Date	Name & Address of Employer	Value of Contract Rs. in lakhs	Stipulated period of completion	Value of works * remaining to be completed Rs. in lakhs	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

* The contractor shall upload all the necessary certificates duly attested by the employer.

(B) Works for which Tenders already submitted :

Description of the work	Place & State	Name & Address of Employer	Estimated value of works	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

*The bidder shall upload the above details in addition to calculated values.

8. The banker certificate as per the enclosed format shall be uploaded for availability of fund requirement for the work not less **Rs.63.00 Lakhs** issued by Nationalised / Scheduled Bank after this notification date, with following details
    1) Cash at Bank
    2) Term deposits
    3) Credit facility sanctioned
        a) Credit Utilized
        b) Balance credit facility available

9. Bidder shall upload the self-declaration affidavit as per the enclosed format on the stamp paper of value not less than Rs. 200/- duly notarized stating that

a. Not made any misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements.
b. Not made any Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
c. Not participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.
d. Litigation History or arbitration arising out of contracts completed or under execution by it over the preceding five years

3.3 (**Government Order No.FD 4 PCL 2008, Bengaluru, dated: 14.10.2008)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (k), (l), (m) and (n) above.

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have :

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. To qualify for a more than one work under this Notification, the Tenderer must demonstrate having Cumulative amount of work done experience, Cumulative amount of turnover, Cumulative minimum Quantities and Cumulative Credit Limit

to meet the aggregate of the qualifying criteria. Failing which Tender will be treated as Non Responsive.

Note: Bidder shall upload only necessary documents to meet the above technical criteria and shall avoid uploading unnecessary documents. If unnecessary documents are uploaded, the bid shall be rejected without evaluation.

5. Cost of Tendering :

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2 :

7.2 The tender documents are available on line on the website http://eproc.karnataka.gov.in the tender documents can be **downloaded free of cost**.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify on line the Employer .The Employer will respond to any request for clarification which he receives up to the pre-bid meeting date and time. Description of clarification sought and the response of the Employer will be uploaded for information of all the respective tenderers without identifying the source of request for clarification.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. PREPARATION OF TENDERS:

10 Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 First Cover :

(a) Earnest Money Deposit

(b) Qualification Information as per formats given in Section 3;

10.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11 Tender prices

a. The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

b. The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

a. All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

b. The contractor shall quote item wise rates in the tender

and the same shall holds good till the works are completed. The rates quoted by the agency shall be inclusive of **Royalty and any other such taxes due to the Corporation/Government.**

c. The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

13. Earnest money deposit :

13.1 The Tenderer shall upload the EMD declaration duly filled and signed as per the annexure in tender document

The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) of **Rs. 3,15,000.00**

Estimated cost of work put to tender	**EMD amount as percentage**
a) up to Rs.20.00 Lakh	2.5%
b) Rs.20.00 Lakh and above upto Rs.1.00 crore	2% Subject to a minimum of Rs.50,000/-
c) Rs.1.00 crore and above upto Rs.10.00 crore	1.5% subject to a minimum of Rs.2,00,000/-
d) Rs.10.00 Crore and above	1% subject to a minimum of Rs.15,00,000/-

(As per G.O FD 4 PCL 2008 dated 14/10/2008).

The tenderer shall pay the earnest money deposit (EMD) in the e-procurement portal using any of the following payment modes.

- **Credit Card.**
- **Direct Debit.**
- **National Electronic Fund Transfer (NEFT).**
- **Over the counter (OTC).**

OTC payment procedure:

If the tenderer chooses to make payment of EMD/ tender processing fees Over The Counter (OTC) in any of the designated Bank branches listed in the e-procurement web-site (https://kppp.karnataka.gov.in), the tenderer will need to log in to e-procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the challan shown in the section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, tenderer can choose to make the payment either in the form of cash or in the form of demand draft. Cheque payments will not accept. The tenderer is requested to specifically inform the Bank Officer to input the unique bid reference number printed in the challan in the Banking software. Upon successful receipt of the payment, the bank will be providing a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by the tenderer in the payment section of its bid, as payment conformation before the bid is submitted as a pre-requisite for bid submission.

NEFT payment procedure:

If the tenderer chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer System (NEFT), the tenderer will need to log in to e-procurement system, access the tender access the tender for which bid is being created and then select the NEFT option under the payment section and print the challan shown in the section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The tenderer has to submit the printed challan to its Bank branch (NEFT- enable) and request for an account- to account transfer, where in the money will get transfer from the tenderer's Bank account to GOK's bank

account. The tenderer should ensure that NEFT transfer instructions are executed, and the funds are wired to the Government of Karnataka's Principal account before the last date for submission and preferably 24 hours before the last day for bid submission. If the tenderer's bank transfers/ wires the money after the last date for bid submission, the tenderers bid will be liable for rejection, Upon executing the transfer, the tenderer's bank will provide a reference number generated by NEFT software as conformation of transfer, which has to be entered by the tenderer in the payment section of its bid, as payment conformation before the bid is submitted as a pre-requisite for bid submission. Also the account number from which the funds were transferred have to be entered in the e-procurement system has part of its bid.

The tenderer who wishes to make earnest money deposit and tender processing fee payment through internet banking facility may do so. BESCOM is in no way responsible in case the money is not deposited in the notified central pooling account, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The tenderer's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling account.

EMD amount will have to be submitted by the tenderer taking into account the following conditions:

a. **EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's central pooling account until the finalization of the tender.**
b. **The entire EMD amount for a particular tender has to be paid in a single transaction.**
   For details on e-Payment services refer to e-procurement portal for more details on the process.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and

furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

13.6.1 sign the Agreement; or

13.6.2 furnish the required Security deposit

14 Format and signing of Tender

14.1 The tenderer shall submit the bid electronically before the submission date and time published in e- procurement portal.

D. SUBMISSION OF TENDERS

15 Sealing and marking of tenders

15.1 The tenderer shall submit the bid electronically before the submission date and time published in e- procurement portal.

16 Deadline for submission of the Tenders

16.1 Tenders must be submitted on line in the e-procurement portal by the tenderer before the notified date and time.

16.2 The BESCOM may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the BESCOM and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17 Late Tenders

17.1 **In on line e-procurement system, tenderer will not able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available**.

18 Modification and Withdrawal of Tenders

18.1 Tenderer **can modify and correct or upload any relevant document in the portal till bid submission date and time has notified in the e-procurement portal**.

18.2 **The tenderer may withdraw his tender before the**

notified last date and time of submission of tender.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause-13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19 Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:

19.1 The Employer will open all the Tenders received (except those received late), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend **at the time on the date** and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, the presence or absence of Tender security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening except for the late Tenders pursuant to Clause 17. Tenders [and modifications] sent pursuant to Clause 18 that are not opened and read out at Tender opening will not be considered for further evaluation regardless of circumstances. Late and withdrawn Tenders will be returned un-opened to Tenderers.

19.3 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.2.

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2 The Employer shall prepare minutes of the Second Cover

Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the BESCOM may, at its discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the BESCOM in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 18.1, no Tenderer shall contact the BESCOM on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing. **The tenderer can also submit on line clarification through e-procurement portal through query option. The tenderer can obtain clarification related e-procurement process through e-procurement help dusk from (Monday to Saturday) Phone No. 080-25501216.**

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the BESCOM will determine whether each Tender (a) meets the eligibility criteria defined in Clause 2; (b) has been properly signed; (c) is accompanied by the required earnest money deposit and; (d) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A

material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a. where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[14]; and
b. where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a. making any correction for errors pursuant to Clause 24; and
b. making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or

otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders.

32.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

32.2 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

32.3 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

32.4 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

32.5 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

a. Within 20 days of the receipt of the letter of acceptance, the successful bidder shall deliver a security deposit for an amount equivalent to 5% of the contract price and additional security deposit for unbalanced tender.

- **IN THE FORM OF BANK GUARANTEE/FDR ISSUED BY A NATIONALIZED/SCHEDULED BANK.**

29.2 Deleted.
29.3 Deleted.
29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the earnest money deposit.

30. Deleted

31. Corrupt or Fraudulent practices

a. The GOK requires that the Tenderers/Suppliers/ Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:
   a. Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
   b. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

b. Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

32. Death of Contractor

In case of the death of a contractor after executing the agreement/commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer Place of Registration [Attach copy]

1.2 Principal place of business: [Attach copy]

Total value of civil engineering construction works executed and payments received in the last five years(in Rs. Lakhs)

2018-19
2019-20
2020-21
2021-22
2022-23

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Deleted.

1.5 Reports on the financial standing of the tenderer, such as profit and loss statements and Balance sheets from Chartered Accountant for the last five years;

1.6 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.7 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.8 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANK CERTIFICATE Date….

This is to certify that Sri/M/s. …….. is our customer for the past….. Years. Their financial transaction with our Bank has been satisfactory. The details as on _____(Date of issue of Certificate) are indicated below.

Sl No	Type of facility	Amount Rs (As on Date of issue Certificate
1	Cash at Bank	Rs ……..
2	Term deposits	Rs …….
3	Credit facility sanctioned	Rs…..
a	Credit Utilized	Rs ……..
b	Balance credit available	Rs ……

This letter is issued at the request of Sri/ M/s……

Name of the Bank, Senior Bank Manger

Address:……

Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

To :.

Address :

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]*(_____) *[in letters]*.[23]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corrupt ion Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____
Name of Tenderer _____
Address: ----------

LETTER OF ACCEPTANCE

23

(letterhead paper of the Employer)

_____[date]

To:

[_____name and

_____address

of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the_____**.** for the Contract Price of Rupees —— _____ _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 25.1 of ITT for an amount of Rs.....) and Rs._____ additional security for unbalanced tenders (If the bidder quoted his lesser rates compared to the amount put to tender)within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(letterhead of the Employer)

——————— (date)

To:

[_____name and

_____address

of the Contractor]

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for----------. Tender Price of Rs.———————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

AGREEMENT FORM

Agreement

This agreement, made the _____day of _____20_____, between_____
_____
_____[name and address of Employer] (hereinafter called “the Employer”) of the one part and
_____
_____
_____
_____[name and address of contractor] (hereinafter called “the Contractor”) of the other part.

Whereas the Employer is desirous that the Contractor execute
_____
_____
_____
_____
_____[name and identification number of Contract] (hereinafter called “the Works”) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....
NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed

as part of this Agreement.

2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

    i) Letter of Acceptance;
    ii) Notice to proceed with the works;
    iii) Contractor's Tender;
    iv) Contract Data;
    v) Conditions of contract (including Special Conditions of Contract);
    vi) Specifications;
    vii) Drawings;
    viii) Bill of Quantities; and
    ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

_____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

_____

_____

in the presence of:
Binding Signature of _____
Employer _____
Binding Signature of _____
Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works as mentioned in the Table. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting
clause deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration for settlement of disputes shall be conducted in accordance with the clause 28 as mentioned in the conditions of contract given below:

a) If any dispute or difference of any kind what so ever were to arise between the
corporation and the contractor regarding the following matters namely

i) The meaning of specifications, designs, drawings and instructions herein before
mentioned.

ii) The quality of workmanship or materials used on the work &

ii) Any other question claims, right matter, thing what so ever in any arising out of

relating to the contract, designs, drawings, specifications, estimates, instructions

or orders or those conditions or failure to execute the same whether arising during the progress of the work or after the completion of termination or abandonment thereof , the dispute shall be in the first place, be referred to the Managing Director of the Corporation. The Managing Director shall within a period of 90 days from the date of being requested by the contract to do so by giving written notice of his decision to the contractor.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities
(BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of

the works; and

(f) Change in any specified sequence, methods or timing of construction of any part
of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 15 days of request, it shall be deemed to be an order in writing by the Employer.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.
36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.
36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill.
37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:
(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on

Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:
This Clause is not applicable if the period of completion is less than 12 months

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

(a) The price Adjustment shall apply for the work done from the date of
commencement up to the end of original period of completion or extensions
granted by the Employer and shall not apply to work carried out beyond the
stipulated period of completion for reasons attributable to the Contractor;

(b) Price Adjustment shall be admissible from the date of opening of tenders
(original or extended)

(c) The price adjustment shall be determined during each quarter from the formulae
given in Contract Data.

(d) Following expressions and meanings are assigned to the work done during the
quarter:

R = Total value of work done during the quarter. It will **exclude** value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 It is the decision of the Employer to make advance payment for the Contractor. If any such decision is taken by the Employer to make advance payment, it shall be made against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If “as built”Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer’s approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Employer instructs the Contractor to delay the progress of the Works and the instruction is not withdrawn within 60 days;

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

(d) a payment due to the Contractor is not paid by the Employer within 90 days of the date of the submission of the Bill by Contractor;

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations:

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at **Bengaluru,** Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) **Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.**

5. Site Order Book

The Contractor shall maintain an identical pair of site order books at the site at all times during the execution of the works for the use of the Commissioner or his Authorized Officer/Architect/ Engineer/ and the Contractor. All instruction issued by the Commissioner or his Authorized Officer Architect/engineer to the Contractor shall be recorded in both sets of the site order book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction, the Contractor shall record the same in both sets of the site order book

duly signed and countersigned by the Commissioner or his Authorized Officer /Architect/Engineer. Acceptance of any part of the work executed by the Contractor shall be subject to verification with respect to compliance of respective instructions for the Architect/Engineer through the Site order book. The Architect/Engineer shall retain the original copy of the Site order book, while the Contractor shall retain the duplicate one.

6. Quarry Materials

The Contractor shall be wholly responsible to identify the suitable sources for quarry materials required for the works, such as earth, sand, stone, Murom, etc., and to make his own arrangements for collection and transportation of the materials irrespective of the leads and lifts required. The quarry thus identified by the Contractor should have proper license. All materials supplied by the Contractor shall satisfy the requirements set forth in the specifications and shall be subject to the approval of the Commissioner or his Authorized Officer /Architect/Engineer. The Contractor shall take this into account while offering his rates, and no claims whatsoever shall be entertained for extra costs on this account.

7. Construction Documents

The Architect/Engineer will provide the construction drawings after award of the job according to the agreed programme for construction as approved by Director. The Contractor shall not commence the construction of any part of the work unless he receives from the Architect/engineer signed approval of the construction drawing/document relevant to such part of the work.

8. As-Built Drawings

The Contractor shall be responsible to maintain accurate records of all works completed and to prepare detailed “As-built” drawings, incorporating all changes and/or modification made to the work during construction. The Contractor shall provide the Commissioner/Director with one original set of “As-built” drawings on a reproducible media along with two record copies prior to acceptance of the works and issuance of the Taking-Over Certificate.

9. Re-measurement

Reference to measurement of General Conditions of Contract, the Architect/Engineer shall ascertain and determine by measurement the value of those parts of the works which are to be re-measured in accordance with the Contract. Such parts of the works shall be measured net, notwithstanding any general or local custom, except where otherwise provide for in the Contract. The Architect/Engineer shall, when he requires any such part of the works to be measured, give reasonable notice to the contractor, who shall promptly attend or send a qualified representative to assist the Architect/Engineer in making

such measurements, and supply all particulars required by the Architect/ Engineer.

Should the Contractor not attend, or neglect or omit to send such representative, then the measurement made by the Architect/Engineer approved by him shall be taken to be the correct measurement of such part of the work.

10. Extra Work

It is binding on the Contractor to carry out such extra works as may be ordered by the Architect/Engineer with the approval of the Chief Engineer/Director when, the opinion of the Architect/Engineer, the same can conveniently and economically be carried out by the Contractor and when such extra work forms an integral part of the main work cannot be conveniently carried out by other agency. The payment against such extra works shall be decided by the Architect/Engineer on the basis of prevailing KPWD schedule of Rates of Karnataka, as appropriate, and by mutual agreement.

11. Storage of Materials and plant:

The Contractor shall provide appropriate storage facilities for materials like pipes, cement, steel aggregates, consumables, equipment, etc., and shall take all safety and security measures against theft and deterioration in quality, at his own cost.

12. Progressive Payment to Contractor

Progressive payment shall be released to the Contractor on the basis of executed quantity and contracted rates on certification of the Architect/Engineer. Generally the progressive payment will be released monthly for which the Contractor shall raise his monthly running account bills.
All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed, and shall not preclude, the Managing Director or other competent authority from requiring any bad, unsound imperfect or unskilful work to be removed or taken away and reconstructed or re-erected nor shall any such payment be considered as an admission of the due performance of the contractor or any part thereof in any respect or the accruing of any claim, or shall it conclude, determine or affect in any other way the powers of the Managing Director or other competent authority as to the final settlement and adjustment, of the accounts or otherwise, or in any other way vary or affect the contractor.

13. Procurement of Materials:

13.1 The Contractor shall use only prior approved cement Brand of 43 grade conforming to IS 8112/89 with latest amendments with ISI mark. The Contractor should furnish the manufacturer test certificate for the above brand of cement for having manufactured the cement as per

relevant, IS standard and guarantee certificate before using the cement.

13.2 The Contractor shall procure the reinforcement steel & structural steel from VISL/SAIL/VSP/TISCO & manufacture test certificate is to be produced.

14. Third Party Inspection and Testing:

The Employer if necessary will fix the 3rd party agency for inspection. The inspection charges will have to be paid by the Contractor/firm and the same will be reimbursed by the Commissioner on production of documentary evidence.

15. TIME:

Time is the essence of Contract. Bidder has to be aware of this fact and abide by the time stipulations laid down for the completion of the project.

16. Death of contractor:

In the case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tendered rates irrespective of the cost of the work.

Annexure:
LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1. Indian Council of Arbitration, New Delhi;
2. International Centre for Alternative Disputes Resolution (India);
3. Indian Roads Congress;
4. Indian Building Congress;
5. Indian Institute of Bridge Engineers;
6. Indian Institute of Public Health Engineers;
7. Institute of Water Works

SECTION 6: CONTRACT DATA

The following documents are also part of the Contract: **Clause Reference**

- The Schedule of Operating and Maintenance Manuals [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

BESCOM.

Name of authorized Representative:
General Manager (Civil), BESCOM, Bangaluru.

The name and identification number of the Contract is _____
[name and number as indicated in the Tender Notification].
[1.1]

Construction of new sub-division & Section office building by dismantling 1Block of 2LM quarters at BESCOM premises, Nittur.(**2nd Call**).

The start date shall be the date of issue of notice to proceed with the work.
[1.1]

The Intended Completion Date for the whole of the Works is **12 (Twelve) months (including monsoon)**with the following milestones

Milestone dates:

Physical works to be completed — Period from the date of issue of Notice to proceed with the work

The Site Possession Date is: --cl—not applicable [21]

The Site is located at _____ in the state of Karnataka [1.1] and is defined in drawings nos. [refer drawing list enclosed with bid drawings]

The Defects Liability Period is **12 months.** [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[36]
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.

	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula; [40]

Not Applicable

SECTION 7: SPECIFICATIONS

1. Refer Standard specifications from KPWD---- KSRB & KSRRB specifications adopted in the Bill of quantities.

SECTION 8: DRAWINGS

1. Refer Drawings enclosed with Bid document.

SECTION 9: BILL OF QUANTITIES

				Rate (Rs)		
Sl. No.	Description of item (with brief specification and reference to Book of specification)	Quantity	Unit	In figures	In words	Amount (Rs)
	REFER SEPARATE DOCUMENT--- PRICE BID					
Total Tender Price (in figures)						
(in words)						

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITT Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

Sd/-
General Manager (Civil),
Corporate office
BESCOM, Bengaluru.